



Introduction

Field e Fex Software is a software-as-a-service offered by Field e Fex, LLC, a New York limited liability company (“We”, “Our,” or “Us”), to input, track, order, analyze, interpret and report trade contractor project information (the “Service”). The following are the terms and conditions of your permitted use of the Service (the “Terms of Service”), which incorporate by this reference the terms agreed to by your employer or the company engaging your services (“Employer”). These Terms of Service form a legal agreement between you and Us. By using this Service, you acknowledge that you have read, understood, and agree to be bound by these terms, and to comply with all applicable laws and regulations. **BY USING THE SERVICE, YOU AGREE TO THESE TERMS OF SERVICE; IF YOU DO NOT AGREE, DO NOT USE THE SERVICE.**

We may, without notice, at any time revise these Terms of Service and any other information contained in this Service and will specify the date on which these Terms of Service were last revised. We may also, without notice, at any time make improvements or changes in the products, services, or programs used in this Service. It is your responsibility to check these Terms of Service periodically for changes. Your continued use of the Service following the posting of changes will mean that you accept and agree to them.

Rights in the Service

We own, control, and/or license all text, graphics, interfaces, photographs, trademarks, logos, and computer code comprising the Service including but not limited to the design, structure, selection, coordination, expression, and arrangement of the Service. The Service is protected by copyright, trade secrets, trademark and other intellectual property rights and laws.

This Service may not be copied, reproduced, republished, uploaded, posted, transmitted, or distributed without our prior written consent. However, as long as you comply with these Terms of Service, We grant you a personal, non-exclusive, non-transferable, and limited privilege to enter and use the Service for the business purposes of your Employer. Notwithstanding the foregoing, any materials available for downloading, access, or other use from this Service with their own license terms, conditions, and notices will be governed by such terms, conditions, and notices.

Your failure to comply with the Service’s terms, conditions, and notices will result in automatic termination of any rights granted to you, without prior notice. Except for the limited permission in the preceding paragraph, We do not grant you any express or implied rights or licenses under any proprietary or intellectual property rights.

Prohibited Use of the Service

You may not attempt or cause to attempt to gain unauthorized access to any portion or feature of the Service, or any other systems or networks connected to the Service, by hacking, password “cracking,” or any other illegitimate means. You may not breach or cause to breach the security or authentication measures on the Service or any other systems or networks connected to the Service, or otherwise attempt to interfere with the proper functioning of the Service.

You may not impersonate any other individual or entity when using this Service. You may not use the Service or any Content for any unlawful or prohibited purpose, or to solicit the performance of any illegal activity. You may not use the Service to defame, harass, threaten, or intimidate others.

Purchases on the Service

Additional terms and conditions may apply to purchases of services while on the Service, all of which terms are made a part of these Terms of Service by this reference. If there is a conflict between these Terms of Service and the terms posted for or applicable to a specific portion of the Service or for any service offered on or through the Service, the latter terms shall control with respect to your use of that portion of the Service or the specific service.

Account Security

In order to use the Service you will be required to open an account. You are solely responsible for keeping your account information, including your password, confidential. You also are solely responsible for any and all activity that occurs through your account as a result of your failing to keep this information confidential. You agree to notify Us and your Employer immediately of any unauthorized use of your account, and any other breach of security. You may be held liable for losses incurred by Us or any other user of the Service due to someone else's using your account as a result of your failing to keep your account information secure and confidential.

Privacy

Our Privacy Policy applies to your use of this Service, and its terms are made a part of these Terms of Service by this reference. To view Our Privacy Policy, click [here](#).

Links to Other Services

This Service may contain links to independent third-party Web sites ("Linked Services"). We provide these Linked Services solely for your convenience, and do not control or endorse any of them. We are not and cannot be responsible for the content, security, or privacy policies of such Linked Services.

Violation of These Terms of Service

You agree that We may, in Our sole discretion and without prior notice, terminate your access to the Service and/or block your future access to the Service if We determine that you have violated or caused to be violated these Terms of Service or other agreements or guidelines associated with your use of the Service. You also agree that any violation by you of these Terms of Service will constitute an unlawful and unfair business practice, and will cause irreparable harm to Us, for which monetary damages would be inadequate, and you consent to Our obtaining any injunctive or equitable relief that We deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies We may have at law or in equity.

You agree that We may, in our sole discretion and without prior notice, terminate your access to the Service, including as a result of (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions) or your Employer, (3) discontinuance or material modification of the Service or any service offered on or through the Service, (4) termination of Our software-as-a-service agreement with your Employer, or (4) unexpected technical issues or problems. We similarly reserve the right to do any of the following, at any time, without notice: (1) modify, suspend or terminate operation of or access to the Service, or any portion of the Service, for any reason; (2) modify or change the Service, or any portion of the Service, and any applicable policies or terms; and (3) interrupt the operation of the Service, or any portion of the Service, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

If We take any legal action against you due to your violation of these Terms of Service, We will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to We. You agree that We will not be liable to you or to any third party for termination of your access to the Service for any reason.

Disclaimers and Limitation of Liability

WE DO NOT PROMISE THAT THE SERVICE OR ANY CONTENT, APPLICATION OR FEATURE OF THE SERVICE WILL BE ERROR-FREE, UNINTERRUPTED, OR SECURE, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SERVICE WILL PROVIDE SPECIFIC RESULTS. THE SERVICE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS.

ALL INFORMATION PROVIDED ON THE SERVICE, INCLUDING AS TO FEATURES, AND AVAILABILITY OF PRODUCTS AND SERVICES, IS SUBJECT TO CHANGE WITHOUT NOTICE. ACCORDINGLY, YOU SHOULD CONFIRM THE ACCURACY AND COMPLETENESS OF ALL POSTED INFORMATION BEFORE MAKING ANY DECISION RELATED TO ANY SERVICES, PRODUCTS, OR OTHER MATTERS DESCRIBED IN THIS SITE.

WE CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SERVICE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. WE CANNOT ENSURE THAT ANY INFORMATION YOU TRANSMIT TO THE SERVICE WILL BE SECURE IN ITS TRANSMISSION AND/OR STORAGE. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DISCLAIM ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS, AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SERVICE.

YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SERVICE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST US FOR DISSATISFACTION WITH THE SERVICE IS TO STOP USING THE SERVICE. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE WHATSOEVER DAMAGES, INCLUDING LOST PROFITS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THESE TERMS OF SERVICE, WE ARE FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH YOUR USE OF THE SERVICE OR ANY CONTENT, OUR LIABILITY SHALL IN NO EVENT EXCEED US \$100.00. PLEASE BE ADVISED THAT SOME JURISDICTIONS RESTRICT LIMITATIONS OF LIABILITY, SO THE FOREGOING LIMITATION SHALL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION.

The above disclaimers and limitation of liability apply to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, security breach, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action, and shall apply to the fullest extent permitted by the law of the applicable jurisdiction.

Indemnity

You agree to indemnify, defend and hold Us and Our existing and future officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Us by any third party due to, or arising out of or in connection with your use of the Service.

Dispute Resolution

You agree that all matters relating to your access to or use of the Service, including all disputes, will be governed by the laws of the United States and by the laws of the State of New York without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts located in the County of Monroe, New York, and waive any objection to such jurisdiction or venue.

Any claim under these Terms of Service must be brought within one year after the cause of action arises, or such claim or cause of action is barred. The prevailing party will be entitled to costs and attorneys' fees.

International Issues

We operate the Service from the United States and if you choose to access the Service from outside the United States, you are responsible for complying with applicable local laws.

Miscellaneous

If a court or other tribunal of competent jurisdiction holds any of the provisions of these Terms of Service to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Service, so that these Terms of Service shall remain in full force and effect.

These Terms of Service constitute the entire agreement between you and Us with regard to your use of the Service, and any and all other written or oral agreements or understandings previously existing between you and Us with respect to such use are hereby superseded and cancelled.

We are an independent contractor, and no partnership, business association, joint venture, agency or employment relationship is intended or created by these Terms of Service. No party shall attempt to act, or represent itself as having the power, to bind another party or create any obligation on behalf of another party.

Our failure to insist on or enforce strict performance of these Terms of Service shall not be construed as Our waiver of any provision or any right it has to enforce these Terms of Service, nor shall any course of conduct between you and Us or any other party be deemed to modify any provision of these Terms of Service. These Terms of Service shall not be interpreted or construed to confer any rights or remedies on any third parties. We customer service representatives are not authorized to modify any provision of these terms, either verbally or in writing.

Feedback

We welcome any feedback you have regarding the Service. Please be aware that your feedback shall be deemed non-confidential, and We shall be free to use such information on an unrestricted basis. Please provide any feedback to the following electronically at info@fieldefex.com or at the following physical address:

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